

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

**STATE EMPLOYEES' ASSOCIATION
of NEW HAMPSHIRE, INC.,**

Service Employees International Union

Local 1984

**Liquor Commission—Enforcement and Liquor Commission-Retail
Sub-Unit Agreements**

2013 – 2015

Article XXXVIII
Liquor Commission - Enforcement

- 38.1. The Employer shall provide and maintain police frequency radios for the automobiles of the Enforcement Division Liquor Investigators.
- 38.2. To maintain communication among enforcement personnel, meetings for the purpose of training, discussion of changes in liquor laws, enforcement problems and practices and other matters will be held throughout the year. Attendance shall be mandatory.
- 38.3. The Employer agrees that in order to encourage greater professionalism within the Enforcement Division, the Employer shall encourage unit members in the Enforcement Division to seek out programs and seminars and permit their attendance at same without loss of time or pay. Application for attendance shall be made to the division director or designee at least two weeks in advance of the program.
- 38.4. The Liquor Commission, Division of Enforcement and Licensing, shall provide each employee with a copy of the Division Rules and Regulations, and a copy of all general orders and S.O.P.'s published pursuant thereto for which the employee may be held accountable.
- 38.5. The president of Chapter 10 of the Association shall be allowed to submit, in writing, topics of employee concerns to the Liquor Commissioners, and the Director of Enforcement and Licensing.
- 38.6. The Liquor Commission, Division of Enforcement, shall provide each sworn unit member with:
 - a. One (1) nylon jacket or other material approved by the commission, which shall identify the wearer, as "Police, Liquor Enforcement." Such jacket shall have a place for the display of a badge, or a facsimile badge embroidered or screened on the left breast. Such jacket shall be replaced as needed with a jacket of similar design, when the garment has sufficient wear.
 - b. One (1) hat which shall identify the wearer as, "Police, Liquor Enforcement." Such hat shall have facsimile badge embroidered or screened on the front of the cap. Such cap shall be replaced as needed with a cap of similar design, when the cap has had sufficient wear.

- 38.7. Sworn members and Field Examiners shall receive a clothing reimbursement of three hundred fifty dollars (\$350.00) per year to be distributed in a manner to be determined by the Employer after consultation with the Association.
- 38.8. The Liquor Commission, Division of Enforcement & Licensing agrees to have all disciplinary actions, prior to issuance, approved by the Commissions Human Resources Administrator.
- 38.9. The employer shall pay cleaning expenses for uniforms and civilian clothing worn on duty in accordance with Division policy. Employees can wear civilian clothing when attending court, however the Division will not reimburse those cleaning expenses.
- 38.10. Exempt sworn employees of the Division of Liquor Enforcement shall be entitled to payment at their regular hourly rate for overtime hours worked except when, in the opinion of the Commission Chair, unusual circumstances warrant payment at the time and one half rate for equity purposes.
- 38.11. Call Back: Unit Employees called back to work without prior notice on the same day after once leaving work or before the next regular starting time, shall be guaranteed a minimum of not less than four (4) hours compensation and shall have their "time worked" computed from portal to portal.
- 38.12. Court: Any employee who is not on duty and is required, by the Employer, to appear in court or at an administrative hearing on behalf of the Employer, shall be compensated for all hours worked at time and one half the regular rate and shall be granted a minimum of four (4) hours compensation.

~end~

Article XXXIX
LIQUOR COMMISSION - RETAIL

- 39.1. Any employee who is working alone in a retail store will not be required to carry packages for customers. The Employer will hold harmless any employee for the cost of spirits or wines involved in breakage incurred as a result of carrying purchases for customers.
- 39.2. Managers may dim the store lights ten minutes before scheduled closing time.
- 39.3. The Employer should provide a refrigerated water fountain in each retail store.
- 39.4. A communication system from the cashier's position to the manager's office in each store will be implemented as funds become available.
- 39.5. A reasonable dress code, appropriate for a retail operation consistent with the duties being performed, shall be determined through consultation between the Association and the Liquor Commission. The results of any such consultations shall be distributed by the Employer to all stores for posting.
- 39.6. The Employer agrees to provide name tags and aprons, or a substitute, which are to be worn in the sales area.
- 39.7. In the absence of the Retail Store Manager on Sundays and Calendar Holidays, the most senior highest ranking full time employee shall be the person in charge of the store. The employee in charge of the store will be paid at that employee's regular rate unless the rate of a Retail Store Manager II, Step I is higher, in which case that employee shall be paid at the Retail Store Manager II, Step I rate of pay. For the purpose of this section, the "most senior" shall be determined by the most recent period of continuous service in the N.H. Liquor Commission which is unbroken by resignation, termination, or retirement. For the purpose of this section, "absence" shall mean the entire work day.
- 39.8. All stores which keep stock on a floor other than on the sales floor will be equipped with a power lift conveyor belt.
- 39.9. An employee and his/her representative shall be authorized to discuss grievance matters in private outside of the customer service area in retail stores.
- 39.10. Work performed by full-time retail store employees on any Sunday or calendar holiday will be voluntary and employees who volunteer to perform such work shall be paid at the rate of time and one-half for all hours worked. An employee may receive compensatory time off at the rate of time and one-half for all hours worked by mutual agreement

between the Employer and employee, providing that the request of the employee is made prior to the Sunday or calendar holiday to be worked.

- 39.11. Any full-time Retail Store Employee whose regularly assigned store is closed on any holiday shall be given the opportunity to work in other stores prior to offering work to Supervisor I and II or temporary employees.
- 39.12. The Employer will make every effort to insure that employee lounges, rest areas, and rest rooms are maintained, cleaned and hygienic at the Storrs Street Administrative and Warehouse facility.
- 39.13. The Employer agrees to develop and keep current a listing of appropriate supervisory personnel so that employees may request annual leave during periods of inclement weather pursuant to Article X, Section 10.9. The Association agrees that in those instances where sufficient annual leave is requested and granted pursuant to Article X, Section 10.9. so as to render the further operation of the store(s) or other facility(ies) impractical, then all employees in that store or facility will be required to use annual leave to cover any period of closure.

The Parties agree that an employee who is in charge of a store or facility during periods of inclement weather shall be authorized to grant annual leave to a point where continued operation of the store or facility is impractical only after receiving authorization to do so from the Director of Stores or his/her designee.


- 39.14. The Employer agrees to distribute product information sheets on new products to all stores.
- 39.15. The Employer agrees that an employee who is working alone shall be permitted to lock the store for breaks, meals, and personal hygiene reasons.
- 39.16. Notwithstanding any other provision or article to the contrary, work performed by part-time bargaining unit employees at retail stores on any Sunday or calendar holiday will only be paid at the rate of one and one half time their regular hourly rate for all hours worked.
- 39.17. Sweepstakes incentive will be paid as follows:
 - a. Payroll records will be used to compute hours worked for the incentive program.
 - b. All full time employees in the in the store where the winning ticket was sold, will be credited for forty (40) hours unless they are out on paid leave and/or unpaid leave thirty continuous days prior to the drawing date.
 - c. Overtime will not be included in the compilation of time worked.

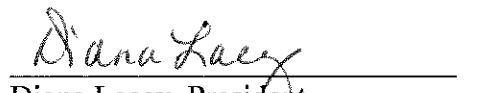
- d. The hours worked Monday through Sunday of the week of the drawing will be used for computing the incentive to be paid to part time employees.
- 39.18. The Employer shall make every reasonable effort to ensure there will be at least two employees to close the store and take the daily deposit to the bank.

~end~

The parties agree that, notwithstanding the provisions of Section 21.1 of the Collective Bargaining Master Agreement, the effective date of this Sub-Unit Agreement is July 9, 2014

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this sub-unit agreement on the 9th day of July, 2014.


Margaret Wood Hassan, Governor
State of New Hampshire


Diana Lacey, President
State Employees' Association of NH,
SEIU Local 1984

Matthew Newland, Chair
State Negotiating Committee

Tom Manning,
Assistant Secretary of State

Jim Nall, Chair
SEA Negotiating Committee

Sara Willingham,
Deputy Director, Personnel
Department of Administrative Services

SEA Negotiating Committee

Laurie Aucoin

Richard deSeve

Elizabeth Gulker

Kevin O'Brien
Chief of Policy and Planning
Department of Safety

Marie Elaina Guthro

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Katja Fox
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Department of Insurance